

Reply to Comments of the Independent Multi-Family Communications Council (IMCC):

The IMCC expounds the belief that PCOs, by means of their Exclusive Contracts (ECs) greatly benefit MDUs. As a resident of an MDU "served" by a PCO, I beg to differ.

According to IMCC "PCOs attract MDUs for contracts and residents as subscribers because they are close in proximity to the MDU community, are more nimble than the large providers, provide channel line-ups and other products based on the MDU community demographics compete through provision of the triple-play and charge lower rates among other reasons. It is accurate to say whatever benefits PCOs offer are due to ECs." I can say I agree with the last sentence because that is the only reason Century Communications is still operating in Live Oak Preserve in Tampa, FL. Without the EC set up by the original developer (also owner of Century) for 15 years, service from this PCO would have been terminated long ago.

The IMCC goes on to say "in addition, in spite of the inherently higher costs to do so, PCOs commonly provide channel line-ups based on each community's demographics." To my knowledge, no study by Century of the demographics of LOP was ever conducted. Also no survey of the desires and needs of the customers was ever done by Century. In fact, the channel line-up at most of the over 20 Florida developments served by Century are basically the same except for the local stations.

The IMCC continues "Not having market power means that to compete the PCOs must provide products and services that are better than their competitors. They not only endeavor to do so, but in fact do so. Yet, the presence in the marketplace is dependent on the use of ECs." This may be the operating procedure for a PCO that must renew that EC every couple of years. But what about the situation where the developer (and owner of the PCO) establishes its' PCO for 15 years? There was no competition. There is no incentive for quality services and products. They have the EC and the MDU is stuck with whatever they decide to dole out to residents.

Additionally, the IMCC states "One benefit realized by PCO subscribers ensues from contract clauses referred to as Comparability Provisions or Service Level Agreements. Numerous letters in the record show that a majority of PCO-MDU ROEs include such provisions. These contract provisions require PCOs to provide products and services that are comparable to or better than those provided by other MVPDs in the area or the MDU can terminate the ROE." Also "Each of these provisions is detailed sufficiently so that the MDU owners and residents can see what the PCO is required to do and if not the PCO must either bring their products and services up to that level or the contract can be terminated." The residents have begged and pleaded to Century to make changes for several years. All we get are empty promises. I personally was promised that the situation causing incorrect sports blackouts would be rectified by Feb, 2008. It is currently March, 2008 and the condition continues unabated.

The IMCC then mentioned the apparent LOP PCO problem under the heading "Evaluating Letters for the Record". They concluded that apparently Century Communications is providing substandard service and not providing the products the ROE requires based upon the letter writing campaign of LOP residents. The IMCC states "we urge the Commission to look into the allegations to see if they have merit or not." I assure the IMCC they DO have merit and LOP appreciates your concerns.

The IMCC appears to question the length of the Century contract with LOP. It is for a total of 15 years with about 10 years remaining. The IMCC comments "Regardless, it is not merely an assertion, it is fact, that MDU-PCO ROEs have durations of far fewer years." IF ONLY THAT WERE THE CASE FOR LOP-CENTURY.

The IMCC adds that "many states have statutes prohibiting a community developer from entering into contracts that bind the HOA once the property is turned over to the HOA." Unfortunately, the original developer set up a stipulation that over 90 percent occupancy must be obtained before the master HOA is turned over to the residents. With the current housing market and LOP facing a large build-out, that condition will not be met for some time even if it

applied to Florida HOAs.

Finally, the IMCC states "IMCC requests that the Commission understand that the letters from LOP residents represents the views of some residents in one community and that those views, even if accurate, should not be assumed to represent the attitudes of subscribers in other communities served by PCOs."

I request that the IMCC read some of the letters from residents in the following locations:

The entire cities of Lafayette, La, of Weston, FL, and of Reedsburg, WI

From Estero, Venice, Ft Myers, Bradenton, and Wesley Chapel in Florida

From Los Angeles, Camarillo, Long Beach, Playa Del Ray, Ladera Ranch in California

From Broadlands, Virginia Beach, Ashburn, Lansdowne in Virginia

Also from Hilton Head, SC and Greenwood, IN and Houston, TX

Obviously there are other people from across the country that are not at all happy with their MDU-PCO Exclusive Contract situations.